

Material Specification and Prohibited Use and Acceptable Use Policy

1 - Subjects and Object:

1.1 - This annex is legally intended to govern the terms and conditions under which the provision of the RRTD is processed by AlmouroITec serviços de informática e internet, LDA, with headquarters at Estrada Nacional, 3, Constância Shopping 9 C - 2250.028 CONSTÂNCIA, with Tax ID no.: 502665696, hereinafter referred to by its trademark PTisp numbered 399677, and subscriber to the services, hereinafter called the CONTRACTING PARTY.

1.2 - This annex must be understood as an integral part of and be combined with the general conditions of service, hereinafter the GC, and with the specific conditions of the service subscribed to by the CONTRACTING PARTY.

2 - How and when its consultation is mandatory:

In addition to mandatory consultation before subscription/ renewal of a service and its declaration of acceptance, this AUP shall be sent specifically to the CONTRACTING PARTY:

- a) As a preventive measure when the service provided, in itself, may contend with some of the points below;
- b) As a warning when it is found that the use to which the CONTRACTING PARTY is putting the service goes against some of the same points;
- c) Where it is deemed necessary to inform, in more detail, the CONTRACTING PARTY, providing it with the possibility of desisting from the service as provided in the GC

3 - Specificities of the provision of the service:

The CONTRACTING PARTY shall ensure compliance with the law and that stipulated and published on the PTisp page as prohibited, including the following list of prohibited items for the PTisp services:

- 3.1 - Provision or hosting of materials or information that encourages users to commit or that constitutes any unlawful or illegal act, or which undermines morality or public order.
- 3.2 - Use of unlicensed software which is subject to licensing.
- 3.3 - Provision or hosting of material or information protected by copyright and related rights, such as films, music, text, videos, source code, etc. which is not properly licensed.



3.4 - Using IP address space that has not been duly assigned to the CONTRACTING PARTY by PTisp, or the use of which PTisp has not expressly authorised.

3.5 - Maintenance of vulnerable applications, specifically "SMTP Open Relay", "Open Proxy", or out-dated applications that may give rise to a violation of the restrictions imposed herein, and allow unlawful third-party access to systems, the sending of unsolicited messages and viruses.

3.6 - Using the server or computer equipment to make attacks on other computer systems or networks.

3.7 - Intentionally interfering with the proper operation of servers, networks or services, specifically by overload, combined or not with exploitation of vulnerabilities in systems, with the aim of sabotaging the operation of services (DoS - Denial of Service or DDoS - Distributed Denial of Service), sending bulk packages (Flooding) and attempts to obstruct or disrupt servers, networks or services.

3.8 - Entry or attempted entry into remote computer systems or servers without authorisation, as well as any unauthorised access to third-party data (privacy violation).

3.9 - Actively or passively participate in DoS "Denial of Service" or DDoS "Distributed Denial of Service" attacks.

3.10 - Provision of IRC "Internet Relay Chat" and Usenet services, as well as hosting online games, without the prior written permission of PTisp.

3.11 - Sending email messages to those who have declared the wish not to receive them and the mass direct mailing of business or personal emails.

3.12 - Falsifying data after its production, by any modification, with the intent to deceive others. This includes, not exclusively: Hosting fake pages; changing IP addresses; changing ARP addresses; the use of IP addresses that have not been assigned by PTisp or the use of which PTisp has not authorised; changing the identity of Email or Newsgroups messages.

3.13 - Pursuant to the GC - 7.1 f), PTisp reserves the right to present amendments to this list.

3.14 - PTisp shall also provide the CONTRACTING PARTY with the amendments made pursuant to the preceding paragraph. The amendments shall take effect from the date mentioned in the notification that accompanies them.



4 - PTisp shall notify the CONTRACTING PARTY, via email, whenever cases of misuse are detected or reported, allowing a reasonable time for the problem to be resolved.

5 - In cases covered by paragraph 4, the CONTRACTING PARTY undertakes to correct the misuse or other problems reported within the period allowed.

6 - Should the CONTRACTING PARTY fail to comply with the provisions of paragraph 5, PTisp shall be entitled to forcibly intervene, which the CONTRACTING PARTY hereby authorises, strictly in order to investigate and attempt to resolve the situation.

7 - tion resulting from a breach by the CONTRACTING PARTY of that provided herein with respect to antivirus security rules and that described in the preceding paragraphs, such intervention shall be charged under the following table:

Descrição	Preço
Abusos relacionados com "phishing"	50.00€
Abusos relacionados com SPAM	50.00€
Outros tipos de abusos	50.00€ /hora
Resolução de problemas de vírus	50.00€ /hora

7.1 - The amount charged by the forcible intervention of PTisp shall be billed immediately and the invoice must be paid on a cash basis. Failure to pay this invoice shall entitle PTisp to suspend the services AGREED until settlement.

7.2 - In the case of repeated breaches by the CONTRACTING PARTY of that imposed by this AUP, PTisp reserves the right to suspend the services herein contracted, sending notification via email.

8 - PTisp reserves the right to submit changes to this annex, and its GC under the terms provided therein, at any time.

9 - Should the CONTRACTING PARTY construe that the changes described in paragraph 8 are sufficient reason to terminate this agreement, they may do so, whereby there will be no repetition of the amount paid, except where such changes conflict with the usual manner in which the contracted service is provided by PTisp to the CONTRACTING PARTY.

10 - Any misuse by the customer shall be excluded from the usual manner of providing the service.

